

by it, did not debar the plaintiff from his title to that answer which the bill required. *Roche v. Morgell*, 2 Scho. & Lefr. 725. Recol-

thereby enabled to accept a grant and release of the reversion and inheritance thereof to him and his heirs and assigns forever. Which deed of lease was signed, sealed and delivered by the parties in presence of Samuel Howard and Thomas Newlands, bears endorsed a receipt of the consideration money, witness Samuel Howard, with a certificate bearing date the twelfth of November, seventeen hundred and fifty-five, by Robert Adair and John Hall, Justice of the Peace, of the parties having regularly acknowledged the said lease and instrument of writing to be their act and deed; and is, with said certificate of acknowledgment regularly recorded as the said certificate thereof, endorsed signed by the clerk; also bears, that upon the sixteenth day of June, A. D. seventeen hundred and fifty-five, the said David Bissett, deceased, and Ann his wife, the said complainant, by their deed of release, for the consideration of five hundred pounds sterling money, acknowledged in the said deed of release to be paid them, did grant, bargain, sell, alien, release, enfeoff and confirm unto the said John Matthews, in his own actual possession then being by virtue of the above lease, and also by virtue of the statute for transferring uses into possession, all the above mention tracts or parcels of land therein, and above particularly recited, and the reversion and reversions, remainder and remainders, rents, issues and profits of the premises, and of every part and parcel thereof; and all the estate, right, title, use, trust, property, claim and demand whatever of them the said David Bissett, deceased, and Ann his wife, the said complainant, or either of them, of, in and to the premises aforesaid, or any part or parcel thereof: To have and to hold the premises unto the said John Matthews and his heirs and assigns, to the use and behoof of him the said John Matthews, and his heirs and assigns forever; which deed of release is signed, sealed and delivered by the said parties, date aforesaid, in presence of William Dallam and Acquila Nelson, bears a receipt of the consideration money, endorsed of the same date, witness said William Dallam; and a certificate by Col. John Hall, one of the right Honorable, the Lord Proprietaries Justices of the Provincial Court, of the parties' acknowledgment of the said instrument of writing, as their act and deed, and of the said Ann Bissett's private examination, in the terms of the Act of Assembly, in that case made and provided; in these words; Maryland, to wit; on the seventeenth day of June, Anno Christ: seventeen hundred and fifty-five, came before me John Hall, one of his Lordships, the right Honorable the Lord Proprietary's Justices of the Provincial Court, the within David Bissett and Ann his wife, and severally acknowledged the within writing to be their act and deed, and the lands and premises within mentioned with their appurtenances to be the right and estate of the within named John Matthews, his heirs and assigns forever, according to the true intent and meaning of the same writing; and the said Ann being by me examined privately and out of the hearing of her said husband did privately and out of his hearing declare that she made the above acknowledgment willingly and freely and without being induced thereto by fear or threats of, or ill usage of her husband, or fear of his displeasure, signed, John Hall. That the said deed of release bears a receipt of the alienation fine, bearing date the seventh day of August, A. D. seventeen hundred and fifty-five, exceeding by twenty days the alienation fine is appointed to be paid under the penalty of the alienations being void by the condition of the original grant by the Lord Proprietary inserted in every patent; (1674. ch. 2, s. 7.) and the above certificate of the acknowledg-